

Attachment 1

ATTACHMENT 1

**Exchange of Real Property Interest
Agreement**

Project: Teixeira Capital Partners Exchange

File: 003833

APN: 105-073-008

EXCHANGE OF REAL PROPERTY INTEREST AGREEMENT

THIS EXCHANGE OF REAL PROPERTY INTEREST AGREEMENT ("Agreement") is by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as the "COUNTY," and TEIXEIRA CAPITAL PARTNERS, LLC, a California limited liability company hereinafter referred to as the "OWNER", with reference to the following:

WHEREAS, OWNER is the owner in fee simple of certain real property located in the unincorporated area of the County of Santa Barbara, commonly known at 155 East Clark Avenue, Orcutt, California, currently identified as Assessor's Parcel Number 105-073-008, consisting of approximately 7,000 square feet, located in the unincorporated community of Orcutt, State of California, described in Exhibit A, attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, In 1955, the COUNTY was granted a easement for drainage purposes, in June of 1955, and recorded as Instrument Number 11224, in the Official Records of the County of Santa Barbara on June 24, 1955, in Book 1321, Pages 386 to 389 ("1955 Right of Way Grant"); and

WHEREAS, In 2008, Eric Dias and Lisa Dias, husband and wife, as Community Property, hereinafter referred to as "DIAS," entered into an agreement with the COUNTY, an Easement Agreement for 1955 Right of Way Grant (Orcutt Storm Drain Easement), Attachment 1, recorded September 9, 2008, as Instrument Number 2008-0053036 in the Official Records of the County of Santa Barbara; and

WHEREAS, In 2015, OWNER's predecessor-in-interest of the Orcutt Storm Drain Easement was granted the Property by Grant Deed dated June 1, 2015 and recorded as Instrument Number 2015-0028630 , in the Official Records of the County of Santa Barbara on June 3, 2015; and

WHEREAS, OWNER has designed the plans for construction of a new three-story commencial building consisting of approximately 8,435 square feet, hereinafter referred to as the "PROJECT", pursuant to COUNTY Land Use Permit Number 15LUP-00000-00244, approval by the North Board of Architectural Review (15BAR-00000-00055) and Development Permit Number D0190087; and

WHEREAS, the Development Permit is to relocate an existing storm drain line within the Orcutt Storm Drain Easement consisting of approximately 1,477 square feet generally shown in Attachment 2, and more particularly described in Exhibit A and depicted on Exhibit B, attached hereto and incorporated by this reference (the "Existing Storm Drain Easement Area"); and

WHEREAS, OWNERS in connection with the PROJECT has prepared proposed plans to construct the relocated storm drain line and all appurtenant facilities associated to be within a new easement area consisting of approximately 1,050 square feet generally shown in Attachment 3, and more particularly described in Exhibit A and depicted on Exhibit B, attached hereto and incorporated by this reference (the "Relocated Storm Drain Easement Area"); and;

WHEREAS, OWNER agrees to convey the Relocated Storm Drain Easement Area to the COUNTY by Easement Deed to be in a form substantially similar to Attachment 4 (Permanent Easement, attached hereto and incorporated herein by reference); and

WHEREAS, California Government Code section 25365 authorizes the COUNTY to exchange real property interest of equal value where the real property interest to be exchanged is not needed for county use and the property interest to be acquired is required for COUNTY use provided that such exchange is approved by four-fifths (4/5) vote of the County's Board of Supervisors; and

WHEREAS, the COUNTY will exchange approximately 1,477 square feet of the Existing Storm Drain Easement Area located on APN 105-073-008, for approximately 1,050 square feet of of an easement area (Relocated Storm Drain Easement Area) in a different configuration on the same parcel.

WHEREAS, the Existing Storm Drain Easement Area, which is not needed for COUNTY use upon exchange, is of equal location and value as Relocated Storm Drain Easement Area, including storm drain improvements, which is required for COUNTY use, and therefore represent an exchange of real property interests of equal value.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of which, and the other considerations hereinafter set forth, it is mutually agreed and understood as follows:

1. **EXCHANGE OF PROPERTY INTERESTS:** COUNTY and OWNER have determined that the property interests to be exchanged according to the terms and conditions herein are of equal value and that no financial consideration shall be provided by either party, and that the transfer of interests described herein shall constitute consideration for this Agreement. Subject to the terms and conditions contained in this Agreement, COUNTY agrees to transfer to OWNER, and OWNER agree to transfer to COUNTY, ownership of the described property interests, subject to the following:

COUNTY hereby agrees to relinquish approximately 1,477 square feet of an existing, storm drain easement located on APN 105-073-008 (Existing Storm Drain Easement) to OWNER by Quitclaim Deed to be in a form substantially similar to Attachment 5 (Quitclaim Deed, attached hereto and incorporated herein by reference).

In return, OWNER hereby agrees to convey to the COUNTY by Easement Deed approximately 1,050 square feet permanent easement area in a different configuration on a portion of APN 105-073-008 (Relocated Storm Drain Easement Area).

This Agreement is subject approval by the Santa Barbara County Board of Supervisors, which is an express condition precedent to COUNTY's duty to perform.

2. **RECORDATION** Upon final execution of this Agreement, COUNTY shall record with the Santa Barbara County Recorder's Office the following documents in this order:

- a. Quitclaim Deed of COUNTY's Existing Storm Drain Easement Area (Attachment 5)
- b. Easement Deed (Permanent Easement) for Relocated Storm Drain Easement Area (Attachment 4);
- c. First Amendment to Easement Agreement for 1955 Right of Way Grant (Orcutt Storm Drain Easement) (Attachment 6);

OWNER shall pay all recording fees, as well as the documentary stamp tax, if any, incurred in the recordation of the above documents. Upon recordation, COUNTY shall deliver the recorded Quit Claim Deeds to OWNER, pursuant to the execution of this Agreement.

3. **TITLE AND DEED:** Property interest conveyed by OWNER and COUNTY is to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) or known or unknown to OWNER, except covenants, conditions, restrictions, and reservations of record approved by OWNER and COUNTY.

4. **SUBORDINATION:** Notwithstanding any other provision stated herein to the contrary, OWNER shall obtain subordination of any lien, debt or deed of trust encumbering the Property. Such subordination shall be recorded simultaneously with the Easement Deed (Permanent Easement) for Relocated Storm Drain Easement Area (Attachment 4)..

5. **PROPERTY "AS IS WITH ALL FAULTS":** Except as specifically set forth in this Agreement, OWNER and COUNTY specifically acknowledge that the areas being exchanged pursuant to the terms of this Agreement are being accepted on an "as is

with all faults” basis and that neither party is relying on any representations or warranties of any kind whatsoever, expressed or implied, from the other as to any matters concerning the areas, including without limitation: their physical condition; geology; the development potential of the areas and their use, habitability, merchantability, or fitness for a particular purpose; their zoning or other legal status; compliance with law; the presence or removal of hazardous or toxic materials, substances, or wastes on, under or about the areas or the neighboring property

6. **GOOD FAITH DISCLOSURE:** OWNER and COUNTY have made and shall make good faith disclosure to the other of any and all known facts, findings, or information regarding the areas that are the subject of this Agreement including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contract, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as asbestos, dioxins, oils, PCB’s, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination.

7. **TERMINATION:** OWNER and COUNTY shall have the right to terminate this Agreement at any time prior to the recordation of any documents referenced in Section 2 of this Agreement by written notice to the other party to be effective immediately.

COUNTY County of Santa Barbara
Real Property Division
1105 Santa Barbara Street 2nd Floor
Santa Barbara CA 93101
ATTN: Real Property Manager
Telephone: (805) 568-3065
Facisimile: (805) 568-3249

OWNER Teixeira Capital Ventures LLC
195 S Broadway, Suite 204
Orcutt, CA 93455
ATTN: Kevin Teixeira
Telephone: (805) 698-3520

8. **WAIVER:** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether express or implied, and there are no warranties, representations, covenants, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. The parties hereto have set forth the whole of their agreement. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by both parties.

10. **CONSTRUCTION:** The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against, any party hereto.

11. **SECTION HEADINGS:** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

12. **REAL PROPERTY DOCUMENTS:** Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Agreement.

13. **SUCCESSORS AND ASSIGNS:** The rights under this Agreement shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.

14. **CERTIFICATION OF SIGNATORY(IES):** OWNER represent and warrant that that they are, collectively, the sole OWNER of the Property or are authorized to execute this Agreement and that no additional signatures are required to carry out the duties contemplated herein.

15. **AGREEMENT APPROVAL:** This Agreement is subject to the approval of the Santa Barbara County Board of Supervisors. Execution of this Agreement by the Chairperson, or designee, of the Board of Supervisors shall evidence said approval by the Board of Supervisors.

16. **EXECUTION IN COUNTERPARTS:** The Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

///
///
///

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Exchange of Real Property Interest Agreement by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD


By: _____
Joan Hartmann, Chair
Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By:  _____
Scott Greenwood
Deputy County Counsel

By:  _____
Auditor-Controller


APPROVED:

APPROVED:

By:  _____
Don Grady
Real Property Manager

By:  _____
Ray Aromatorio, ARM, AIC
Risk Manager

"OWNER"
TEIXEIRA CAPITAL PARTNERS, LLC

By:  _____
Kevin Teixeira
Manager

Date: 9.6.17

ATTACHMENT 1



2008-0053036

Recording requested by
And when recorded mail to:
County of Santa Barbara
General Services Department
Office of Real Estate Services
Will Call
COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 6103

Recorded | REC FEE | 0.00
Official Records
County of
Santa Barbara
Joseph E. Holland
|
| JH
02:24PM 09-Sep-2008 | Page 1 of 8

8

NO TAX DUE

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 105-073-008 (portion)

**EASEMENT AGREEMENT
FOR 1955 RIGHT OF WAY GRANT
(ORCUTT STORM DRAIN EASEMENT)**

This **Easement Agreement** is made by and between Eric Dias and Lisa Dias (hereinafter known collective as "DIAS") who are the owners of that certain real property located at 155 East Clark Avenue, in the town of Orcutt, California, also known as Santa Barbara County Assessor's Parcel Number 105-073-008 (hereinafter "Property"), and the County of Santa Barbara, a political subdivision of the State of California, (hereinafter "COUNTY").

WHEREAS, DIAS recognizes the existence of a Right Of Way Grant in favor of the County of Santa Barbara, recorded June 24, 1955, as Instrument No. 11224, Book 1321 Page 384, of Official Records of Santa Barbara County, for the purpose of a storm drain, which has previously been granted by owners predecessor-in-interest; and

WHEREAS, the Right of Way Grant provides COUNTY with title to an easement for drainage purposes over, along, and under said Property (hereinafter "easement area") which easement bisects the Property for a length of 74 feet as depicted in Exhibit "A", attached hereto, and described in Exhibit "B"; and

WHEREAS, DIAS desires to design and engineer a structure on the Property which bridges over the easement area; and

WHEREAS, DIAS desires to proceed with construction on the Property, provided that both parties agree to modify the previous Right of Way Grant to include terms and conditions to allow DIAS to commence construction activity over the easement area.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree that said Right of Way Grant be subject to the following terms and conditions:

1. DIAS and COUNTY recognize and acknowledge the existence of a functioning public storm drain which bisects the Property under the previously recorded Right of Way Grant.
2. DIAS shall allow COUNTY, its agents and contractors, to continue access on a long-term basis onto the Property in order to maintain the storm drain so long as access can be achieved through the manhole located on First Street, in the town of Orcutt, California. When the County Public Works Director determines that access from the manhole has become infeasible, DIAS shall provide a new easement as set forth in Section 6, below.
3. DIAS shall be responsible for the design and engineering requirements to build over the easement area. Due to the existence of the storm drain traversing the Property underneath the proposed building, construction mitigation measures are required to protect the integrity of this storm drain. The sections of footings that intersect the storm drain shall be engineered to bridge the storm drain, thus removing any loads imposed by the structure onto the storm drain. The foundation design in the areas of the storm drain shall take into account the Geotechnical Engineer's recommendations, including post construction settlement and differential settlement in determining the design and elevation of the bottom of the bridged footing above the storm drain. The footing design must be submitted to the County Public Works Director and the County Building and Safety Division for review, and written approvals and permits shall be obtained by DIAS from each prior to the commencement of any work.
4. DIAS shall be responsible for any and all cost and damage, including without limitation any consequential damages resulting from the failure of the storm drain in the easement area due to the DIAS' proposed construction activity, future building load failure, any intervening circumstances, natural or unnatural, or as a result of other activities on the Property by DIAS. In the event that the Public Works Director determines that the storm drain structure has failed due to the activities of DIAS, DIAS shall provide a new easement as set forth in Section 6, below.
5. DIAS shall investigate, defend, indemnify and hold harmless the County, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expenses (including attorneys' fees) and causes of action of whatsoever character which the County may incur, sustain or be subjected to on account of loss or damage to property and loss of use thereof and for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with this Agreement and/or easement and arising from any cause whatsoever except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County.
6. The COUNTY, through the Public Works Director, shall determine if the storm drain is dysfunctional or inoperative. If it is determined that replacement of the storm drain is required, DIAS shall convey to the COUNTY a new easement for the purpose of storm drain on said Property. The new easement shall be in a form similar to the old easement and acceptable to County Counsel. COUNTY shall be responsible for the cost associated with the installation and construction of that new storm drain system.

The recordation of that new easement shall be completed by both parties within a six month period from the time the Public Works Director notifies DIAS. The County shall be responsible for recording the new easement deed. At DIAS' option, DIAS may acquire an off-Property easement with the advance written approval of the Public Works Director. If DIAS elects to acquire an off-site easement as provided herein, DIAS shall be responsible for all costs associated with the acquisition, installation, and construction of a new off-site storm drain system, pursuant to a design approved in advance in writing by the Director of Public Works. The recordation of the new off-Property easement shall be completed by both parties within a six month period from the time the Public Works Director notifies DIAS. The County shall be responsible for recording the new easement deed.

This Easement Agreement shall be appurtenant to the Property. The terms and conditions of this Easement Agreement shall be a covenant on the Property and shall bind DIAS, their heirs, representatives, successors and assigns.

The existing Right Of Way Grant in favor of the County of Santa Barbara, recorded June 24, 1955, as Instrument No. 11224, Book 1321 Page 384, of Official Records of Santa Barbara County shall remain in full force and effect except as expressly provided herein.

IN WITNESS WHEREOF, DIAS and COUNTY have executed this Agreement to be effective on the recordation of this Agreement.

"DIAS"

By: Eric Dias
Eric Dias

By: Lisa Dias
Lisa Dias

"COUNTY"
COUNTY OF SANTA BARBARA

By: Salud Carbajal
Salud Carbajal, Chair
Board of Supervisors
County of Santa Barbara

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: Dennis Marshall
Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Barbara

On 9/4/08

Date

before me

L. F. Carlson, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Salud Carbajal
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

State of California

County of SANTA BARBARA

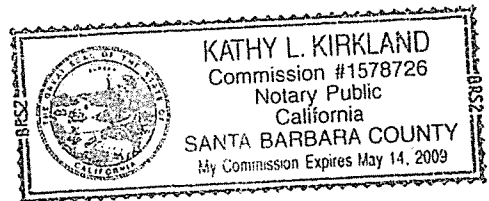
On 8/19/08 before me, KATHY L. KIRKLAND, a Notary Public, personally appeared
Name of Notary

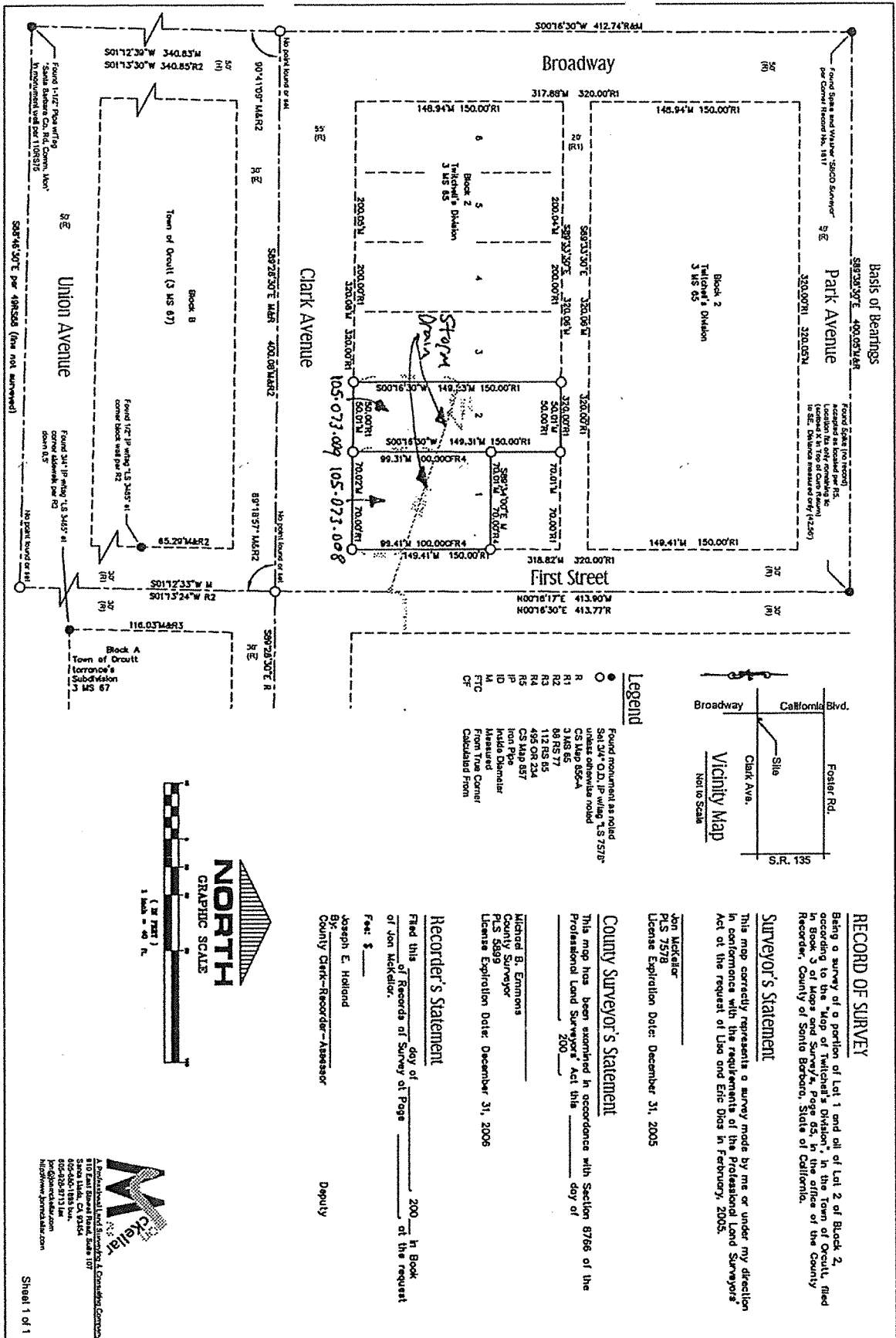
ERIC DIAS AND LINA DIAS, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kathy L. Kirkland
Signature
(Seal)





Basis of Bearings
S89°33'37"E 489.00'±R
S29°00'N 320.00'±R

Park Avenue
S29°00'N 320.00'±R

Block 2
Titchell's Division
3 MS 65

Broadway

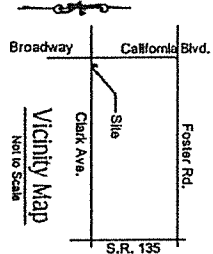
First Street

Clark Avenue

Union Avenue

Block B
Town of Orcutt (3 MS 67)

Block A
Town of Orcutt
Torrance's
Subdivision
3 MS 67



- Legend**
- Found monument as noted
 - R S&T 244 O.D. IP w/flag T.S. 757B unless otherwise noted
 - CS Map 856-A
 - 3 MS 65
 - 88 RS 77
 - 112 RS 53
 - 48 RS 54
 - CS Map 857
 - IP Iron Pipe
 - ID Iron Chandelier
 - M Measured From True Corner
 - FTC Calculated From
 - CF

RECORD OF SURVEY

Being a survey of a portion of Lot 1 and all of Lot 2 of Block 2, according to the "Map of Titchell's Division", in the Town of Orcutt, filed in Book 3 of Maps and Surveys, Page 65, in the office of the County Recorder, County of Santa Barbara, State of California.

Surveyor's Statement

This map correctly represents a survey made by me or under my direction in accordance with the requirements of the Professional Land Surveyors' Act of the request of Use and Eric Doss in February, 2005.

Jon McKellar
PLS 757B
License Expiration Date: December 31, 2005

County Surveyor's Statement

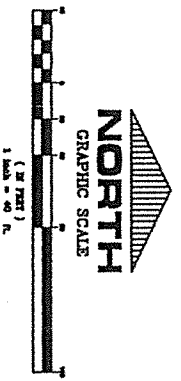
This map has been examined in accordance with Section 8766 of the Professional Land Surveyors' Act this _____ day of _____ 200__.

Michael B. Emmons
County Surveyor
PLS 8899
License Expiration Date: December 31, 2006

Recorder's Statement

I filed this _____ day of _____ 200__ in Book _____ of Records of Survey of Page _____ at the request of Jon McKellar.

Fee: \$ _____
Joseph E. Holland
By: _____
County Clerk-Recorder-Assessor
Deputy



McKellar
A Professional Land Surveying & Consulting Company
3000 Santa Barbara Blvd., Suite 107
Santa Barbara, CA 93104
805-460-1888 Fax
805-460-8713 Cell
http://www.jonmckellar.com

Exhibit "A"

RIGHT OF WAY GRANT

E. R. CASEY, hereinafter called the Grantor, for good and sufficient consideration, the receipt of which is hereby acknowledged, does by these presents hereby grant unto the COUNTY OF SANTA BARBARA, of the State of California, a body politic and corporate, hereinafter called the Grantee, an easement for drainage purposes over, along and under the following described land, to-wit:

A strip of land 20.00 feet in width extending over and across Block Two of Twitchell's Division in the Town of Orcutt and lying equally on each side of the following described line:

Beginning at a point in the center line of Broadway in said Town of Orcutt, distant southerly 197.28 feet from its intersection with the center line of Park Avenue, as said center lines are shown on Map of the Town of Orcutt filed in the office of the County Surveyor, as File No. C. S. 856, and running thence southeasterly in a straight line to a point in the center line of First Street in said Town of Orcutt, distant southerly 331.58 feet from its intersection with said center line of Park Avenue.

Excepting from the above described strip of land any and all portions thereof not included within the boundaries of the land described in the Deed to E. R. Casey recorded in Book 743, page 493 of Official Records in the office of the County Recorder of Santa Barbara County, California.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging.

TO HAVE AND HOLD, all and singular, together with the said appurtenances unto the Grantee forever, for said use as a drainage easement.

IN WITNESS WHEREOF, the said Grantor has hereunto affixed his signature this 10th day of June, 1955.



E. R. CASEY

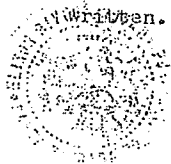
Exhibit "B"

STATE OF CALIFORNIA }
COUNTY OF SANTA BARBARA } ss.

BOOK 1321 PAGE 385

Personally appeared before me, a Notary Public in and for said County and State, this 10th day of June, 1955, E. R. CASEY, personally known to me to be the person whose name is subscribed to the foregoing Right of Way Grant to the COUNTY OF SANTA BARBARA, and he acknowledged to me that he had executed said Right of Way Grant.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal the day and year in this certificate first above



[Signature]
Notary Public in and for
said County and State.

My commission expires:

My Commission Expires April 12, 1957

11223

RECORDED AT REQUEST OF
COUNTY CLERK

JUN 24 1955 AT 11:15 A.M.

BOOK 1321 PAGE 382
OFFICIAL RECORDS

James G. Fowler, Clerk,
James G. Fowler, Recorder

[Signature] Deputy

SEE \$ 80 FEE

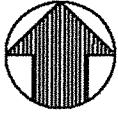
PHOTOSTATED BY [Signature]
Deputy

CHECKED BY: [Signature]
Deputy

JAMES G. FOWLER,
County Recorder

Exhibit 8

ATTACHMENT 2



Not To Scale

105-073-005

105-073-006

Alley

105-073-007

20'

155 E. Clark Ave.
05-073-008

105-073-009

First Street

105-075-001

105-075-002

Alley

105-075-011

105-075-010

Clark Avenue

105-092-003

105-092-004

105-094-010

105-094-002



Permanent 15' Wide Storm Drain Easement
Approx. Area - 1,050 Sq. Ft.

Permanent Easement
Existing Storm Drain Easement
155 E. Clark Ave.
APN 105-073-008

Attachment "2"
Exhibit "A"
Existing Easement Description

Being all that 20.00 foot wide strip of land in the County of Santa Barbara, State of California, described in the Right of Way Grant to the County of Santa Barbara recorded June 24, 1955 as Instrument No. 11224 in Book 1321, Page 386 Official Records of said County and State, over that portion of Lot 1, Block 2 of the Twitchell's Division of the Town of Orcutt as per map recorded in Book 3 of Maps and Surveys, Page 65, and shown on the map filed in Book 173 of Records of Survey, Page 51, all in the office of the County Recorder of said County and State.

End of Description

Containing 1477 sq. ft. +/-

A sketch for the easement vacation herein described is depicted on Exhibit "B" attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act this 7th day of August, 2017.

Jon McKellar
PLS 7578

ATTACHMENT 2

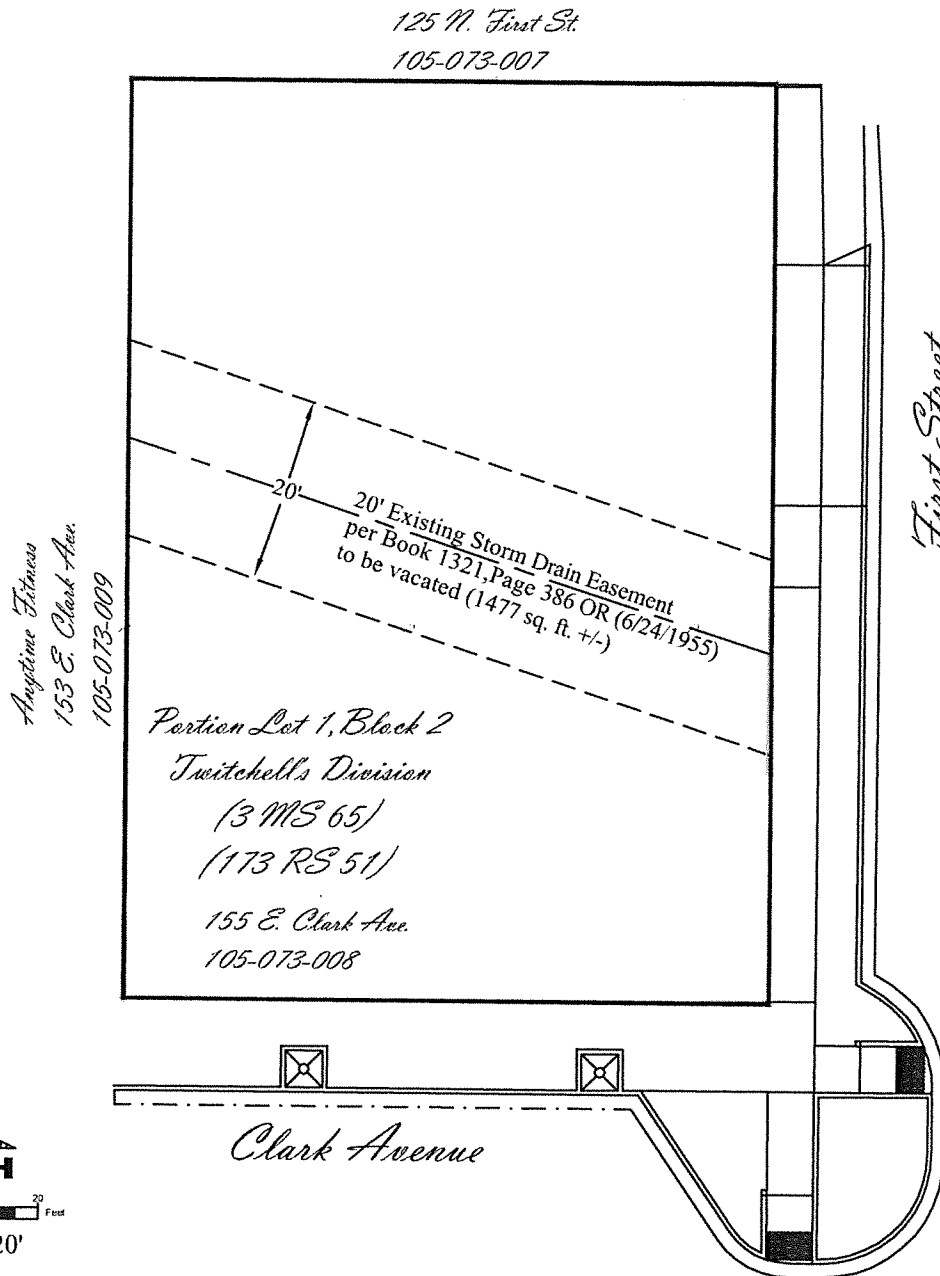
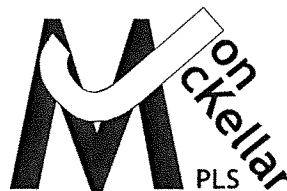


Exhibit "B"
Easement Vacation Depiction
(Existing Easement)



PLS
A Professional Land Surveying & Consulting Company
2605 South Miller Street, Suite 107
Santa Maria, CA 93455
805-680-1895 bus.
805-928-9713 fax
jon@jonmckellar.com
<http://www.jonmckellar.com>

ATTACHMENT 3



Not To Scale

105-073-005

105-073-006

Alley

105-073-007

15'

155 E. Clark Ave.
05-073-008

105-073-009

105-075-001

105-075-002

Alley

105-075-011

105-075-010

First Street

Clark Avenue

105-092-003

105-092-004

105-094-010

105-094-002



Permanent 15' Wide Storm Drain Easement
Approx. Area - 1,050 Sq. Ft.

Permanent Easement
Relocated Storm Drain Easement
155 E. Clark Ave.
APN 105-073-008

Attachment "3"

Exhibit "A"

Relocated Storm Drain Legal Description

Being a strip of land 15.00 feet in width over a portion of a portion of Lot 1, Block 2 of the Twitchell's Division, in the Town of Orcutt, County of Santa Barbara, State of California as per map recorded in Book 3 of Maps and Surveys, Page 65, and shown on the map filed in Book 173 of Records of Survey, Page 51, both in the office of the County Recorder of said County and State, the northerly line of which is described as follows:

Commencing at the Northeast corner of that portion of said Lot 1 shown on said Record of Survey, thence, $S00^{\circ}16'17''W$, 29.41 feet along the East line of said Lot 1 to the **True Point of Beginning**; thence, $N89^{\circ}28'30''W$, departing said East line, 70.02 feet to a point on the West line of said Lot 1.

End of Description

Containing 1050 sq. ft. +/-

A sketch for the easement herein described is depicted on Exhibit "B" attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act this 7th day of August, 2017.

Jon McKellar
PLS 7578

ATTACHMENT 3

125 N. First St.
105-073-007

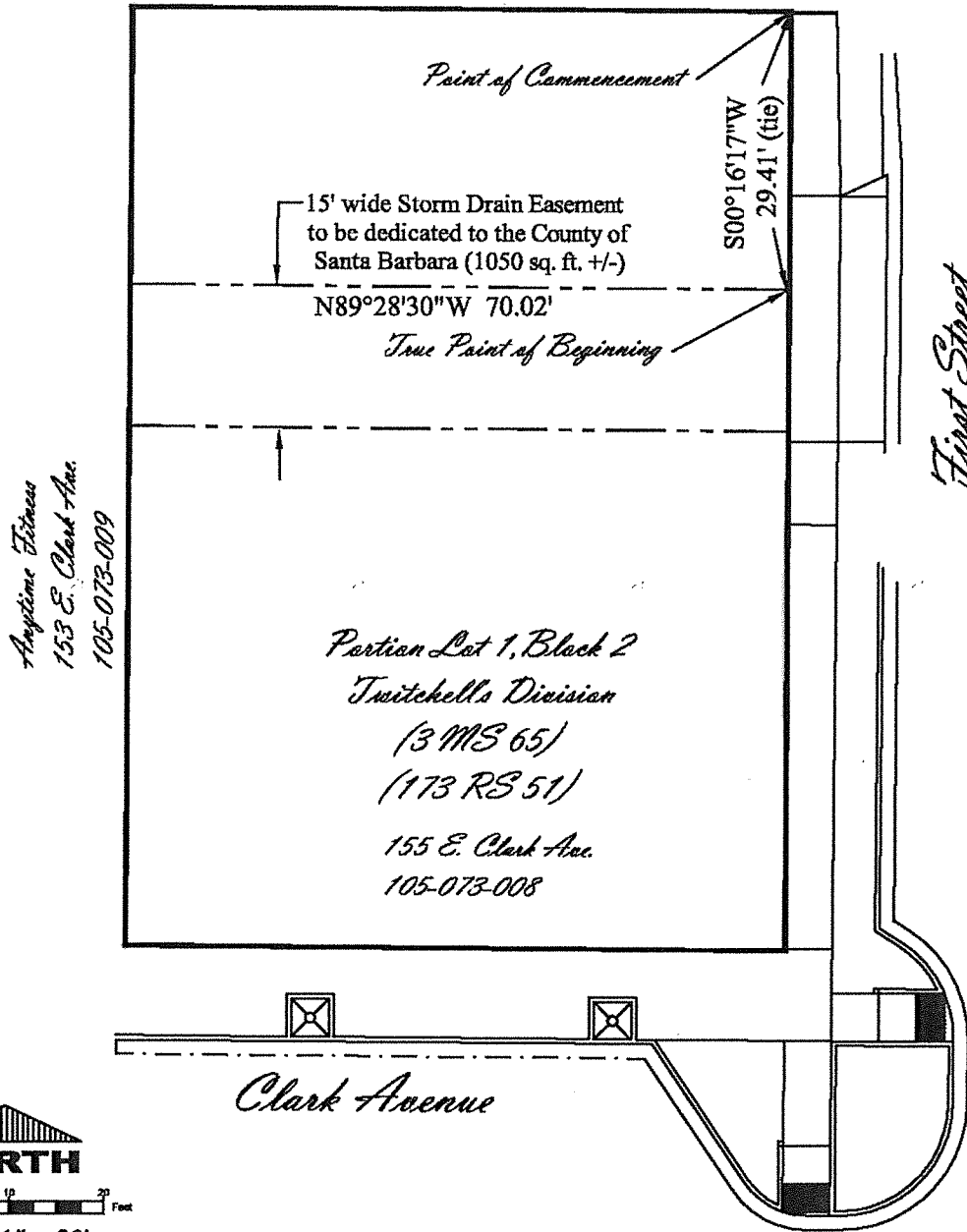
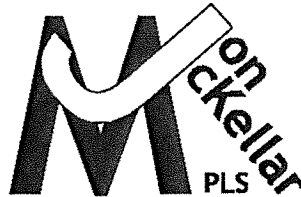


Exhibit "B"
Relocated Easement Sketch



A Professional Land Surveying & Consulting Company
2605 South Miller Street, Suite 107
Santa Maria, CA 93455
805-680-1895 bus.
805-928-9713 fax
jon@jonmckellar.com
<http://www.jonmckellar.com>

ATTACHMENT 4

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Real Property Division
Will Call
1105 Santa Barbara St 2nd Flr
Santa Barbara CA 93101
COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS

No fee pursuant to
Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
General Service #'s 003578 & 003833
A.P.N. 105-073-008 (portion of)

EASEMENT DEED
(Permanent Easement)

GRANT OF EASEMENT FOR STORMWATER DRAINAGE FACILITIES

THIS GRANT OF EASEMENT FOR STORMWATER DRAINAGE FACILITIES, (the "Agreement"), is entered into by and between and TEIXEIRA CAPITAL PARTNERS, LLC, a California limited liability company, hereinafter referred to as "OWNER", and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, OWNER is the owner of that certain real property located in the unincorporated area of the County of Santa Barbara, commonly known at 155 East Clark Avenue, Orcutt, California, and currently identified as Santa Barbara County Assessor's Parcel Number 105-073-008, hereinafter referred to as the "Property"; and

WHEREAS, OWNER wishes to relocate the existing storm drain line outside the Right of Way Grant, recorded in June of 1955, as Instrument Number 11224, in the Official Records of the County of Santa Barbara on June 24, 1955, in Book 1321, Pages 386 through 389, hereinafter referred to as the "Right of Way Grant"; and

WHEREAS, OWNER has designed the plans for construction of a new three-story commercial building, hereinafter referred to as the "Project", pursuant to COUNTY Land Use Permit Number 15LUP-00000-00244, approval by the North Board of Architectural Review (15BAR-00000-00055) and Development Permit Number D0190087; and

WHEREAS, COUNTY agrees to the OWNER's request to relocate the existing storm drain easement area described in the Right of Way Grant to facilitate the Project; and

WHEREAS, COUNTY is willing to accept the OWNER's granting of a relocated storm drain easement pursuant to the terms and conditions set forth in this Easement Deed.

NOW THEREFORE, for valuable consideration, OWNER hereby grants and agrees as follows:

1. OWNER hereby grants to the COUNTY, its successors and assigns, as COUNTY herein, a permanent easement and right-of-way in perpetuity for storm drainage purposes, in, on, over, under, along, and across a portion of the Property to provide access for the excavation, removal, demolition, and alteration of improvements, vegetation and topography, and for the construction, reconstruction, replacement, repair, use and maintenance of various improvements including but not limited to all related purposes for the operation of drainage line, structures and appurtenances incidental thereto, ("Facilities"). The permanent easement area containing approximately 1,050 sq.ft., granted hereby is more particularly described in Exhibit "A" and shown on Exhibit "B" ("Permanent Easement") attached hereto and incorporated herein by this reference.

2. OWNER and successors in interest retain the right to use the Permanent Easement except that within the Permanent Easement area, no permanent improvements, fences, vegetation or permanent encroachments of any kind can be erected or other use made which would interfere with the present or future surface and subsurface access rights granted herein.

3. Notwithstanding the foregoing, OWNER shall have the right to use and maintain the Permanent Easement area that is not encumbered by the DISTRICT's Facilities for ingress and egress, temporary parking, hardscape and landscape. COUNTY's rights to the Permanent Easement used and maintained by the OWNER are not diminished by this acknowledgement.

4. OWNER shall not disturb or damage COUNTY's Facilities on the Property. In the event said Facilities are disturbed or damaged by OWNER, OWNER's successors, assigns, designees, employees, or contractors, then OWNER shall immediately contact COUNTY and shall repair or replace said Facilities to COUNTY's satisfaction.

5. COUNTY shall have the right to clear or keep clear from the Permanent Easement all buildings, structures and improvements that interfere with the use of the Permanent Easement, not approved and accepted by the COUNTY at the expense of whoever is responsible for the installation of same.


6. OWNER shall not use or deposit, or permit its contractors, agents, officers, members, employees, invitees, or licensees to use or deposit, any Hazardous Material, as defined below, in the Facilities, in violation of any environmental laws. The term "Hazardous Material" means any chemical substance, material, controlled substance, object, condition, waste, living organism or combination thereof, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, lead, polychlorinated biphenyls and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are listed, defined or regulated in any matter by any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions applicable to the Property.

7. OWNER, its successors and assigns, shall be responsible for any and all cost and damage, including without limitation any consequential damages resulting from the failure of the Facilities in the Permanent Easement due to the OWNER's proposed construction activity, future building load failure, any intervening circumstances, natural or unnatural, or as a result of other activities on the Property by OWNER.

8. OWNER agrees to indemnify, defend and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Permanent Easement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. OWNER'S indemnification obligation does not apply to COUNTY'S sole negligence or willful misconduct.

DATE: September 6, 2017

"OWNER"
TEIXEIRA CAPITAL PARTNERS, LLC
a Limited Liability Company

By: 
Kevin Teixeira
Manager

FOR EXHIBIT PURPOSES ONLY

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

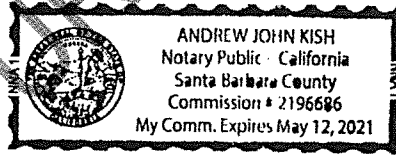
STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

On September 6, 2017 before me, Andrew John Kish Notary Public, personally appeared Kevin Teixeira who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Andrew John Kish
Signature (Seal)



FOR EXHIBIT PURPOSES ONLY

Exhibit "A"
to
Attachment "4"
(Permanent Easement)
Storm Drain Legal Description

Being a strip of land 15.00 feet in width over a portion of a portion of Lot 1, Block 2 of the Twitchell's Division, in the Town of Orcutt, County of Santa Barbara, State of California as per map recorded in Book 3 of Maps and Surveys, Page 65, and shown on the map filed in Book 173 of Records of Survey, Page 51, both in the office of the County Recorder of said County and State, the northerly line of which is described as follows:

Commencing at the Northeast corner of that portion of said Lot 1 shown on said Record of Survey, thence, S00°16'17"W, 29.41 feet along the East line of said Lot 1 to the **True Point of Beginning**; thence, N89°28'30"W, departing said East line, 70.02 feet to a point on the West line of said Lot 1.

End of Description

Containing 1050 sq. ft. +/-

A sketch for the easement herein described is depicted on Exhibit "B" attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act this 7th day of August, 2017.

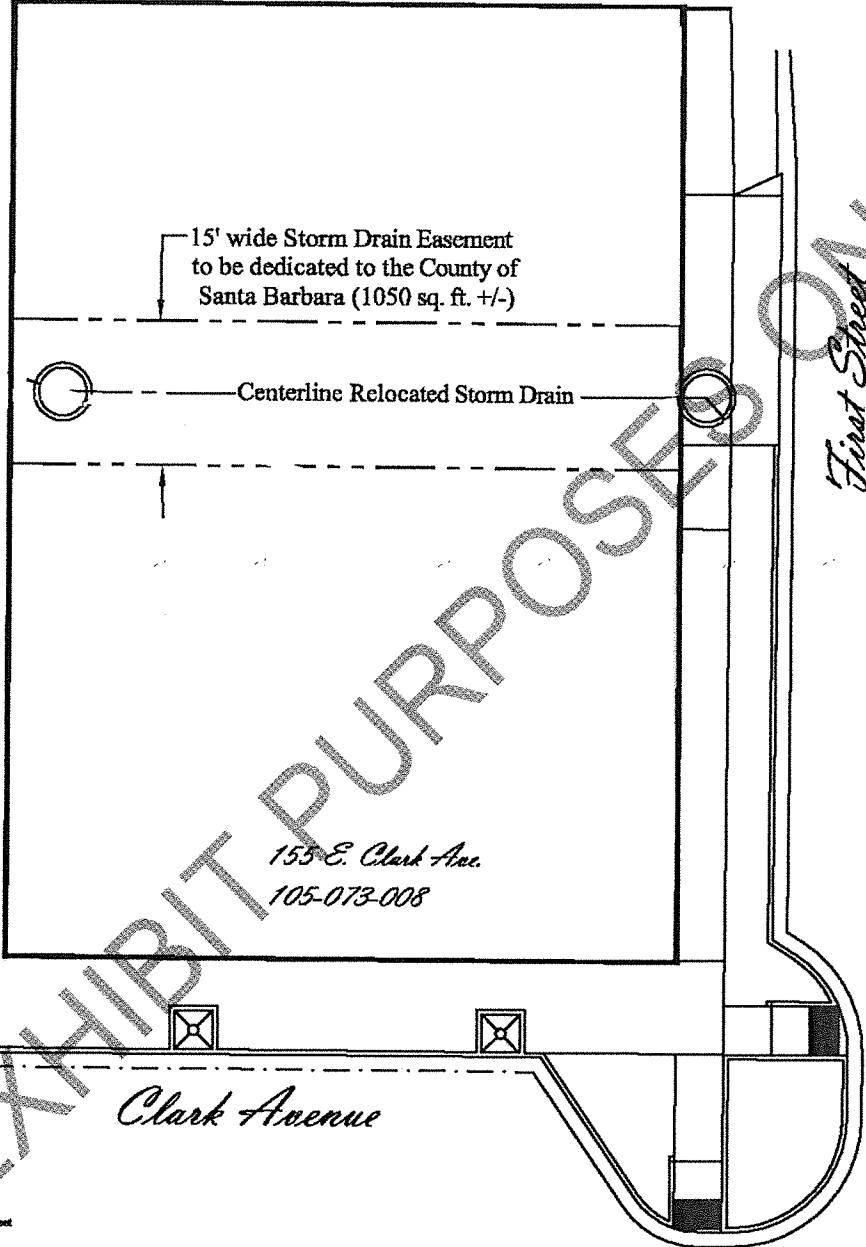
Jon McKellar
PLS 7578

FOR EXHIBIT PURPOSES ONLY

125 N. First St.
105-073-007

Anytime Fitness
153 E. Clark Ave.
105-073-009

153 E. Clark Ave.
105-073-008



First Street

Clark Avenue

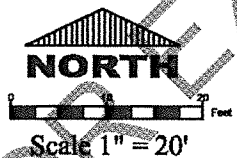


Exhibit "B"

to

Attachment "4"

(Permanent Easement)

Storm Drain Easement Depiction



PLS
 A Professional Land Surveying & Consulting Company
 2605 South Miller Street, Suite 107
 Santa Maria, CA 93455
 805-680-1895 bus.
 805-928-9713 fax
 jon@jonmckellar.com
 http://www.jonmckellar.com

ATTACHMENT 5

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Real Property Division

Will Call
1105 Santa Barbara St 2nd Flr
Santa Barbara CA 93101
COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS

No fee pursuant to
Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
General Service #'s 003578 & 003833
A.P.N. 105-073-008 (portion of)

<p>The undersigned grantor declares DOCUMENTARY TRANSFER TAX \$ _____</p>	
<input type="checkbox"/>	computed on full value of property conveyed, or
<input type="checkbox"/>	computed on full value less liens and encumbrances remaining at the time of sale.
<input checked="" type="checkbox"/>	Unincorporated Area of Orcutt

QUITCLAIM DEED

COUNTY OF SANTA BARBARA, a political subdivision of the State of California (herein the "GRANTOR"), as holder of an easement on a portion of the real property currently identified as APN 105-073-008, does hereby remise, release and forever quitclaim any and all right, title and interest, in and to that certain easement dedicated by and for drainage purposes described in the Right of Way Grant, recorded in June of 1955, as Instrument Number 11224, in the Official Records of the County of Santa Barbara on June 24, 1955, in Book 1321, Pages 386 through 389, hereinafter referred to as the "Right of Way Grant". The location of the easement interest being quitclaimed hereby is described in Exhibit A, Page (legal description) and shown on Exhibit B, (depiction) attached hereto and incorporated herein by this reference.

GRANTOR does hereby quitclaim the subject property on an "AS IS WITH ALL FAULTS" basis including without limitations: its physical condition, including the structural elements of any improvements; its geology; the development potential of the property and its use, habitability, merchantability, or fitness for a particular purpose; its zoning or other legal status; its compliance with law; the presence or removal of hazardous or toxic materials, substances, or wastes on, under or about the property or the neighboring properties

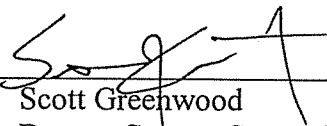
IN WITNESS WHEREOF, the COUNTY OF SANTA BARBARA, a political subdivision of the State of California has executed this Quitclaim Deed on the _____ day of _____, 2017

“GRANTOR”

COUNTY OF SANTA BARBARA
a political subdivision of the State of California

By: _____
Joan Hartmann, Chair
Board of Directors

APPROVED AS TO FORM:

By:  _____
Scott Greenwood
Deputy County Counsel

FOR EXHIBIT PURPOSES ONLY

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF SANTA BARBARA)

On _____, before me, _____, Notary Public, personally appeared Joan Hartmann who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

FOR EXHIBIT PURPOSES ONLY

Exhibit "A"
to
Attachment "5"
Easement Vacation Description
Existing Easement

Being all that 20.00 foot wide strip of land in the County of Santa Barbara, State of California, described in the Right of Way Grant to the County of Santa Barbara recorded June 24, 1955 as Instrument No. 11224 in Book 1321, Page 386 Official Records of said County and State, over that portion of Lot 1, Block 2 of the Twitchell's Division of the Town of Orcutt as per map recorded in Book 3 of Maps and Surveys, Page 65, and shown on the map filed in Book 173 of Records of Survey, Page 51, all in the office of the County Recorder of said County and State.

End of Description

Containing 1477 sq. ft. +/-

A sketch for the easement vacation herein described is depicted on Exhibit "B" attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act this 7th day of August, 2017.

Jon McKellar
PLS 7578

FOR EXHIBIT PURPOSES ONLY

125 N. First St.
105-073-007

Anytime Fitness
153 E. Clark Ave.
105-073-009

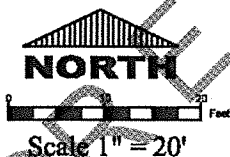
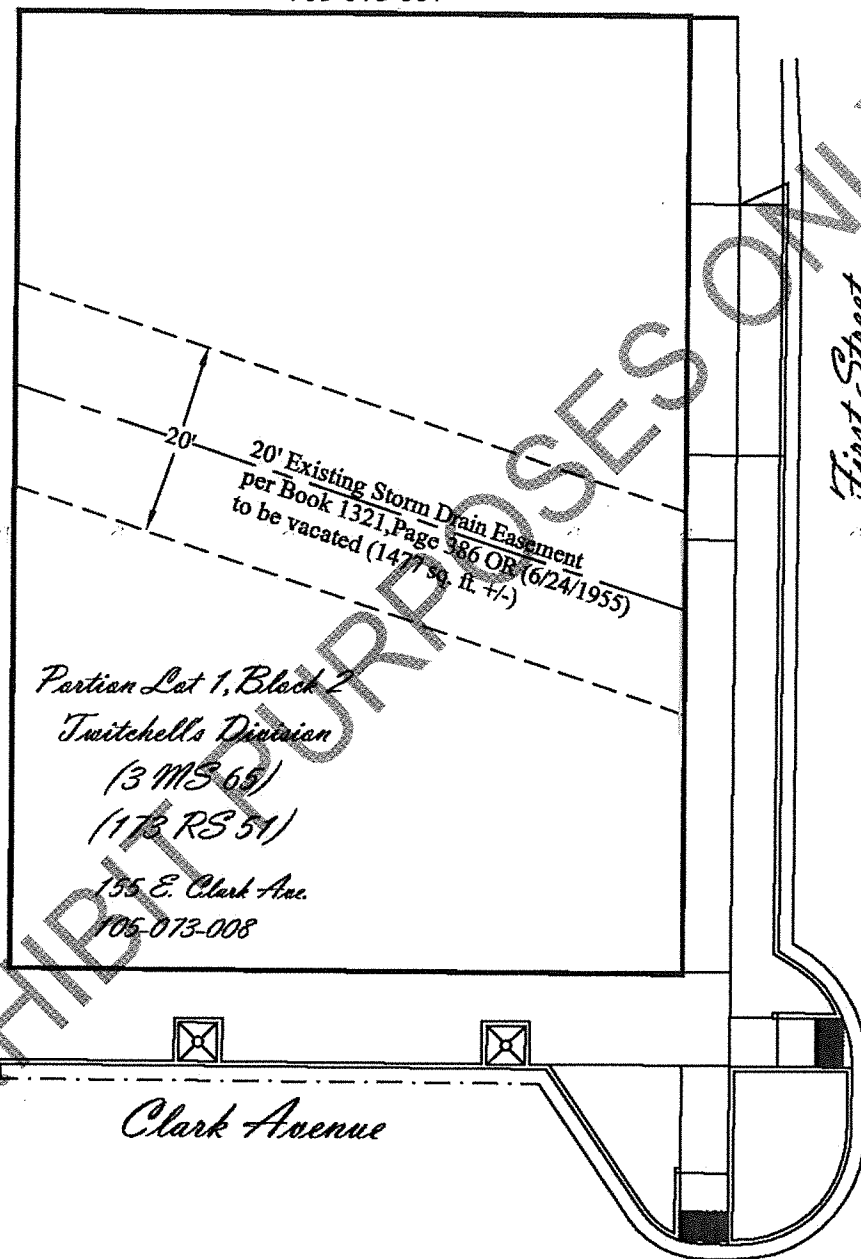
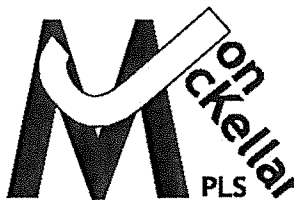


Exhibit "B"
to
Attachment "5"
Easement Vacation Depiction
(Existing Easement)



A Professional Land Surveying & Consulting Company
2605 South Miller Street, Suite 107
Santa Maria, CA 93455
805-680-1895 bus.
805-928-9713 fax
jon@jonmckellar.com
<http://www.jonmckellar.com>

ATTACHMENT 6

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Real Property Division
Will Call
1105 Santa Barbara St 2nd Flr
Santa Barbara CA 93101
COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS

No fee pursuant to
Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
General Service #'s 003578 & 003833
A.P.N. 105-073-008 (portion of)

**FIRST AMENDMENT TO
EASEMENT AGREEMENT FOR 1955 RIGHT OF WAY GRANT
(ORCUTT STORM DRAIN EASEMENT)**

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT FOR 1955 RIGHT OF WAY GRANT (ORCUTT STORM DRAIN EASEMENT) ("First Amendment"), is entered into by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and TEIXEIRA CAPITAL PARTNERS, LLC, a California limited liability company ("OWNER"), parties to the Easement Agreement for 1955 Right of Way Grant (Orcutt Storm Drain Easement) ("Agreement")

WHEREAS, OWNER is the owner in fee simple of certain real property located in the unincorporated area of the County of Santa Barbara, commonly known at 155 East Clark Avenue, Orcutt, California, and currently identified as Santa Barbara County Assessor's Parcel Number 105-073-008, consisting of approximately 7,000 square feet ("Property");

WHEREAS, the Agreement was made by and between COUNTY and OWNER's predecessor in interest, Eric Dias and Lisa Dias, husband and wife, as Community Property, hereinafter referred to as ("DIAS"), recorded September 9, 2008; and

WHEREAS, in the Agreement, DIAS recognized the easement granted to COUNTY, for drainage purposes, by the Right of Way Grant, recorded in June of 1955, as Instrument Number 11224, in the Official Records of the County of Santa Barbara on June 24, 1955, in Book 1321, Pages 386 through 389, [incorrectly referenced in the Easement Agreement for 1955 Right of Way Grant (Orcutt Storm Drain Easement) as Page 384] (the "Original Storm Drain Easement Area"); and

WHEREAS, the Original Storm Drain Easement Area is described in Attachment 2, Exhibit A and depicted in, Attachment 2, Exhibit B attached hereto and incorporated by this reference; and

WHEREAS, OWNER has designed the plans for construction of a new three-story commercial building consisting of approximately 8,435 square feet, hereinafter referred to as the ("PROJECT"), pursuant to COUNTY Land Use Permit Number 15LUP-00000-00244, approval by the North Board of Architectural Review (15BAR-00000-00055) and Development Permit Number D0190087; and

WHEREAS, OWNER wishes to relocate the existing storm drain line outside the Original Storm Drain Easement Area; and

WHEREAS, OWNER in connection with PROJECT has prepared proposed plans to construct a relocated storm drain line and all appurtenant facilities to be within a new easement area recorded as Instrument Number 2017-_____, in the Official Records of the County of Santa Barbara on September ___, 2017, Attachment 1, attached hereto and incorporated herein by this reference ("Relocated Storm Drain Easement Area"); and

WHEREAS, the Relocated Storm Drain Easement Area is legally described and depicted in Attachment 1 and shown in Attachment 3, attached hereto and incorporated herein by this reference;

WHEREAS, in connection with the PROJECT, OWNER and COUNTY entered into an Exchange of Real Property Interest Agreement that relocated COUNTY's easement from the Original Storm Drain Easement Area to the Relocated Storm Drain Easement Area, subject to the terms and conditions of the Agreement, as amended by this First Amendment.

NOW THEREFORE, in consideration of the mutual covenants and conditions described herein and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, COUNTY and OWNER agree as follows:

1. **RECITALS:** The above recitals are true and correct and are incorporated into the terms and conditions of this First Amendment as set forth in full herein.
2. **AMENDMENTS:** The Agreement shall be amended as follows:
 - a. All references in the Agreement to DIAS shall be replaced with OWNER as defined herein.
 - b. All references in the Agreement to "easement area" shall refer to the "Relocated Storm Drain Easement Area" as particularly shown on Attachment 3 and described in Attachment 1 attached hereto and incorporated herein by reference.
 - c. The four WHEREAS provisions shall be deleted in their entirety.
 - d. Exhibits "A" and "B" to the Agreement shall be deleted in their entirety.
 - e. Section 1 of the Agreement shall be deleted in its entirety.

"The Easement Deed attached hereto as Attachment 1 granting to the COUNTY the Relocated Storm Drain Easement Area recorded as Instrument Number 2017-_____, in the Official Records of the County of Santa Barbara on September ___, 2017, shall remain in full force and effect except as expressly provided herein.

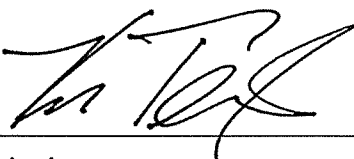
- 3. **FULL FORCE AND EFFECT:** Except as set forth in this First Amendment, the terms and conditions of the original Agreement shall remain in full force and effect.
- 4. **BINDING EFFECT:** The Agreement as amended by this First Amendment shall remain and shall be appurtenant to the Property. The terms and conditions of the Agreement as amended shall be a covenant on the Property and shall bind OWNER, their heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, COUNTY and OWNER have executed this First Amendment to Easement Agreement for the 1955 Right of Way Grant (Orcutt Storm Drain Easement) and shall be effective upon recordation.

"COUNTY"
COUNTY OF SANTA BARBARA, a political
Subdivision of the State of California

"OWNER"
TEIXEIRA CAPITAL PARTNERS, LLC
a Limited Liability Company

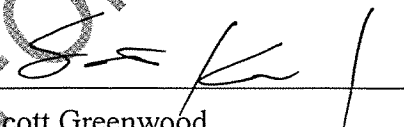
By: _____
Joan Hartmann, Chair
Board of Supervisors

By:  _____
Kevin Teixeira
Manager

Date: _____

Date: 9-6-17

APPROVED AS TO FORM:

By:  _____
Scott Greenwood
Deputy County Counsel

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

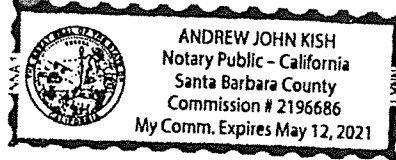
STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

On September 6, 2017 before me, Andrew John Kish Notary Public, personally appeared Kevin Teixeira who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Andrew John Kish
Signature (Seal)



FOR EXHIBIT PURPOSES ONLY

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Real Property Division
Will Call
1105 Santa Barbara St 2nd Flr
Santa Barbara CA 93101
COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS

Attachment 1
to
ATTACHMENT 6

No fee pursuant to
Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
General Service #'s 003578 & 003833
A.P.N. 105-073-008 (portion of)

EASEMENT DEED
(Permanent Easement)

GRANT OF EASEMENT FOR STORMWATER DRAINAGE FACILITIES

THIS GRANT OF EASEMENT FOR STORMWATER DRAINAGE FACILITIES, (the "Agreement"), is entered into by and between and TEIXEIRA CAPITAL PARTNERS, LLC, a California limited liability company, hereinafter referred to as "OWNER", and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, OWNER is the owner of that certain real property located in the unincorporated area of the County of Santa Barbara, commonly known at 155 East Clark Avenue, Orcutt, California, and currently identified as Santa Barbara County Assessor's Parcel Number 105-073-008, hereinafter referred to as the "Property"; and

WHEREAS, OWNER wishes to relocate the existing storm drain line outside the Right of Way Grant, recorded in June of 1955, as Instrument Number 11224, in the Official Records of the County of Santa Barbara on June 24, 1955, in Book 1321, Pages 386 through 389, hereinafter referred to as the "Right of Way Grant"; and

WHEREAS, OWNER has designed the plans for construction of a new three-story commercial building, hereinafter referred to as the "Project", pursuant to COUNTY Land Use Permit Number 15LUP-00000-00244, approval by the North Board of Architectural Review (15BAR-00000-00055) and Development Permit Number D0190087; and

WHEREAS, COUNTY agrees to the OWNER's request to relocate the existing storm drain easement area described in the Right of Way Grant to facilitate the Project; and

WHEREAS, COUNTY is willing to accept the OWNER's granting of a relocated storm drain easement pursuant to the terms and conditions set forth in this Easement Deed.

"The Easement Deed attached hereto as Attachment 1 granting to the COUNTY the Relocated Storm Drain Easement Area recorded as Instrument Number 2017-_____, in the Official Records of the County of Santa Barbara on September ___, 2017, shall remain in full force and effect except as expressly provided herein.

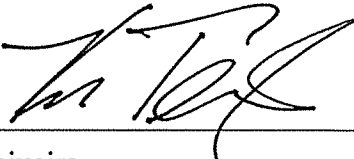
- 3. **FULL FORCE AND EFFECT:** Except as set forth in this First Amendment, the terms and conditions of the original Agreement shall remain in full force and effect.
- 4. **BINDING EFFECT:** The Agreement as amended by this First Amendment shall remain and shall be appurtenant to the Property. The terms and conditions of the Agreement as amended shall be a covenant on the Property and shall bind OWNER, their heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, COUNTY and OWNER have executed this First Amendment to Easement Agreement for the 1955 Right of Way Grant (Orcutt Storm Drain Easement) and shall be effective upon recordation.

"COUNTY"
COUNTY OF SANTA BARBARA, a political
Subdivision of the State of California

"OWNER"
TEIXEIRA CAPITAL PARTNERS, LLC
a Limited Liability Company

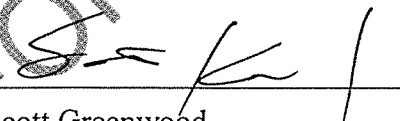
By: _____
Joan Hartmann, Chair
Board of Supervisors

By: _____

Kevin Teixeira
Manager

Date: _____

Date: 9.6.17

APPROVED AS TO FORM:

By: _____

Scott Greenwood
Deputy County Counsel

FOR EXHIBIT PURPOSES ONLY

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

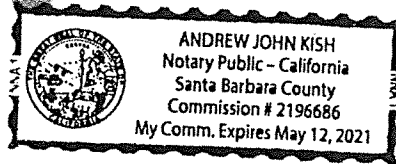
STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

On September 6, 2017 before me, Andrew John Kish Notary Public, personally appeared Kevin Teixeira who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Andrew John Kish
Signature (Seal)



FOR EXHIBIT PURPOSES ONLY

Exhibit "A"
Relocated Storm Drain Easement Area
Attachment 1
to
ATTACHMENT "6"
(Permanent Easement)
Storm Drain Legal Description

Being a strip of land 15.00 feet in width over a portion of a portion of Lot 1, Block 2 of the Twitchell's Division, in the Town of Orcutt, County of Santa Barbara, State of California as per map recorded in Book 3 of Maps and Surveys, Page 65, and shown on the map filed in Book 173 of Records of Survey, Page 51, both in the office of the County Recorder of said County and State, the northerly line of which is described as follows:

Commencing at the Northeast corner of that portion of said Lot 1 shown on said Record of Survey, thence, S00°16'17"W, 29.41 feet along the East line of said Lot 1 to the **True Point of Beginning**; thence, N89°28'30"W, departing said East line, 70.02 feet to a point on the West line of said Lot 1,

End of Description

Containing 1050 sq. ft. +/-

A sketch for the easement herein described is depicted on Exhibit "B" attached hereto and made a part hereof.

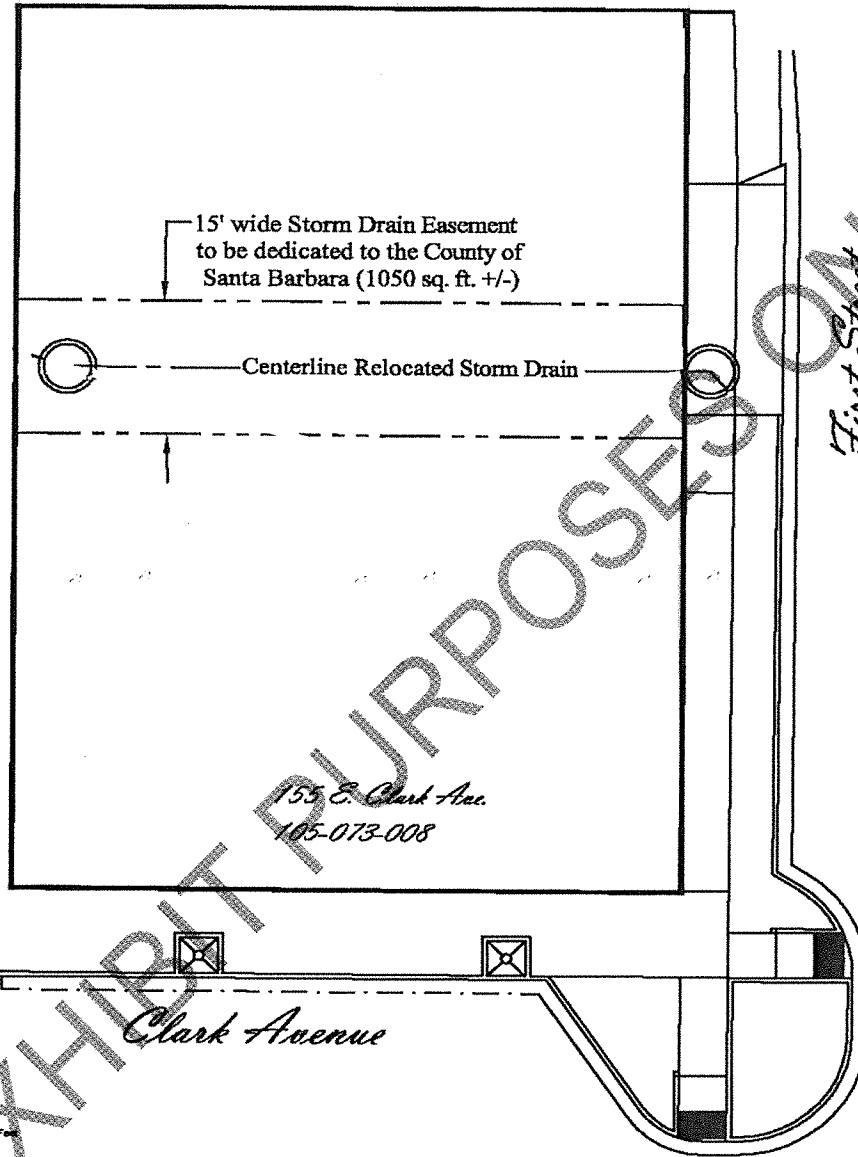
This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act this 7th day of August, 2017.

Jon McKellar
PLS 7578

FOR EXHIBIT PURPOSES ONLY

125 W. First St.
105-073-007

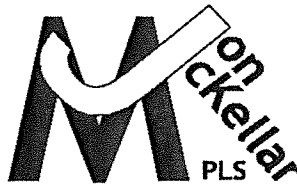
Anytime Fitness
153 E. Clark Ave.
105-073-009



FOR EXHIBIT PURPOSES ONLY

Exhibit "B"

Relocated Storm Drain Easement Area
Attachment 1
to
ATTACHMENT "6"
(Permanent Easement)
Storm Drain Easement Depiction



A Professional Land Surveying & Consulting Company
2605 South Miller Street, Suite 107
Santa Maria, CA 93455
805-680-1895 bus.
805-928-9713 fax
jon@jonmckellar.com
http://www.jonmckellar.com

Attachment 2
to
ATTACHMENT "6"
Exhibit "A"
Original Storm Drain Easement Area
Existing Easement Description

Being all that 20.00 foot wide strip of land in the County of Santa Barbara, State of California, described in the Right of Way Grant to the County of Santa Barbara recorded June 24, 1955 as Instrument No. 11224 in Book 1321, Page 386 Official Records of said County and State, over that portion of Lot 1, Block 2 of the Twitchell's Division of the Town of Orcutt as per map recorded in Book 3 of Maps and Surveys, Page 65, and shown on the map filed in Book 173 of Records of Survey, Page 51, all in the office of the County Recorder of said County and State.

End of Description

Containing 1477 sq. ft. +/-

A sketch for the easement vacation herein described is depicted on Exhibit "B" attached hereto and made a part hereof.

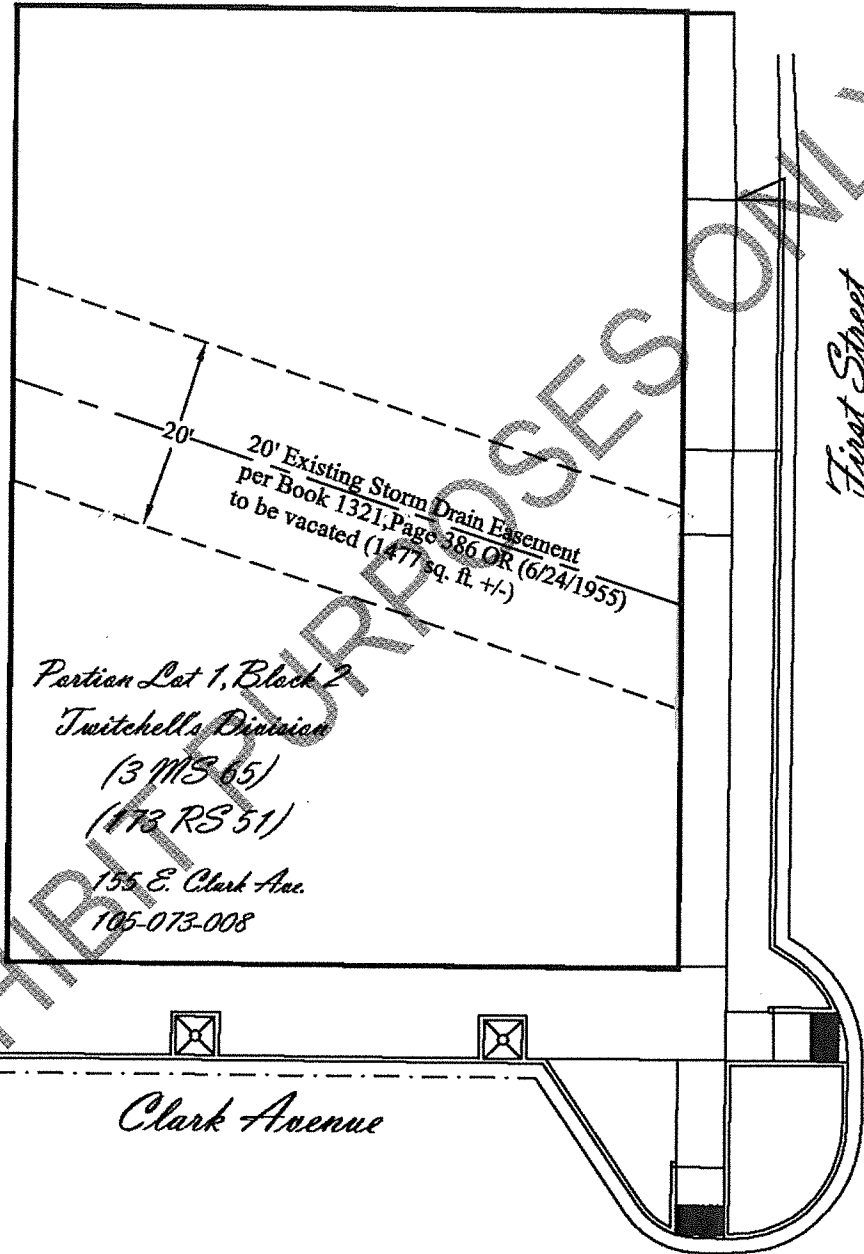
This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act this 7th day of August, 2017.

Jon McKellar
PLS 7578

FOR EXHIBIT PURPOSES ONLY

125 W. First St.
105-073-007

Anytime Terrace
153 E. Clark Ave.
105-073-009



0 5 10 20 Feet

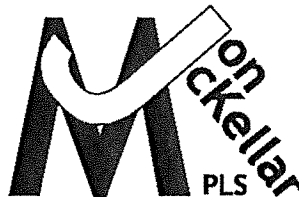
Scale 1" = 20'

Attachment 2
to

ATTACHMENT "6"

Exhibit "B"

Original Storm Drain Easement Area
Existing Easement Depiction



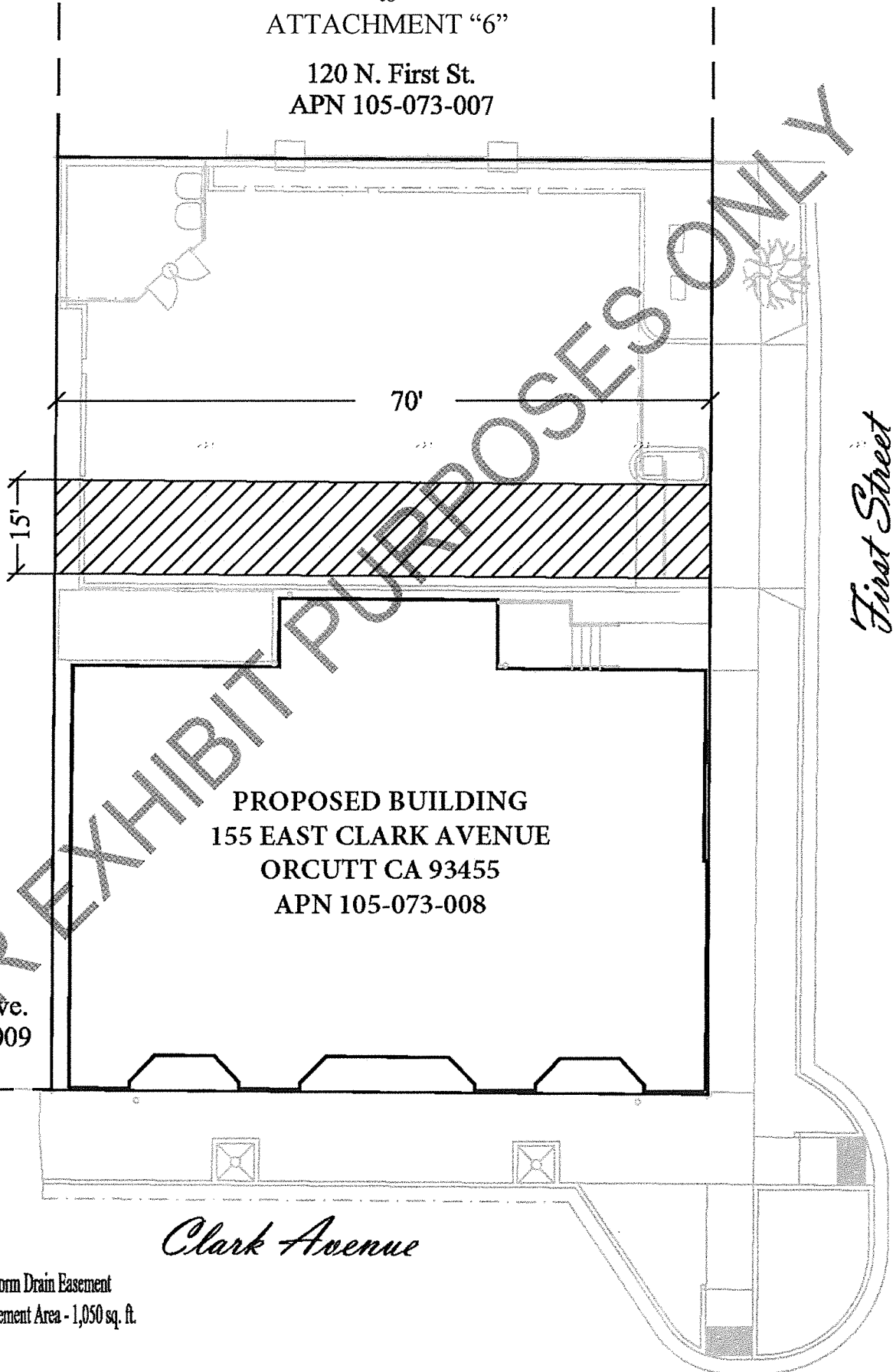
A Professional Land Surveying & Consulting Company
2605 South Miller Street, Suite 107
Santa Maria, CA 93455
805-680-1895 bus.
805-928-9713 fax
jon@mckellar.com
<http://www.jonmckellar.com>

Attachment 3
to
ATTACHMENT "6"

120 N. First St.
APN 105-073-007



Not To Scale

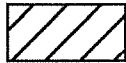


PROPOSED BUILDING
155 EAST CLARK AVENUE
ORCUTT CA 93455
APN 105-073-008

153 E. Clark Ave.
APN 105-073-009

First Street

Clark Avenue

 Relocated Storm Drain Easement
Approx. Easement Area - 1,050 sq. ft.

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. §27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant of Easement for Stormwater Drainage Facilities Permant Permanent dated September 6, 2017, from TEIXEIRA CAPITAL PARTNERS, LLC, a California limited liability company, as "OWNER", to COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors or assigns, as the County, is hereby accepted by Order of the Board of Supervisors on _____, 2017, and the County of Santa Barbara consents to recordation thereof by its duly authorized officer


WITNESS my hand and official seal this _____ day of _____ 2017

CLERK

CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SANTA BARBARA

By: _____
Deputy

APPROVED AS TO FORM:

By: 

Scott Greenwood
Deputy County Counsel

FOR EXHIBIT PURPOSES ONLY